

Contract Amendment #1/Renewal #2

This is an Amendment/Renewal to the Contract entered into by and between Indiana Department of Administration, Procurement Division (hereinafter referred to as "State") and ADEC Inc hereinafter referred to as "Contractor") dated 3/9/04. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to price increases and verbiage changes as follows:

Minimum order of five (5) cases per shipment (shipment may include more than one size bag.

24795 Trash Liner; 24" x 23" light duty; Black \$16.00/cs of 500
24796 Trash Liner; 24" x 33" light duty; Black \$21.96/cs of 500
24797 Trash Liner; 30" x 37" medium duty; Black \$16.81/cs of 250
24798 Trash Liner; 33" x 40" medium duty; Black \$19.98/cs of 250
24799 Trash Liner; 26" x 43" heavy duty; Black \$14.89/cs of 100
24800 Trash Liner; 36" x 58" medium duty; Black \$15.60/cs of 100
24792 Trash Liner; 36" x 58" heavy duty; Black \$26.62/cs of 100
24793 Trash Liner; 40" x 48" medium duty; Clear \$15.20/cs of 100
24794 Trash Liner; 40" x 48" heavy duty; Black \$22.00/cs of 100

AND include Escalation/De-escalation clause below:

Escalator/De-escalator Clause

Price Adjustment Procedures: There will be no change in sales prices the first year (February 2004 to February 2005). After that, any price change that is mutually agreeable will hold for at least 6 months. The sales price changes will be based on the percent of increase or decrease in the price of raw materials using the raw material price indicator given below. Indicator: PLASTIC NEWS resin pricing chart: Average resin price under Volume Thermoplastics, volume I; LLDPE, Butene-1 co monomer: Injection, general purpose, Extrusion, liner film (Nov. 2003-58).

Also, vendor wants company name abbreviated to read **ADEC Inc** instead of Association f/t Disabled of Elkhart County Inc.

To add the following clause to the existing contract:

Ethics Obligations. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code 4-2-6-12.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 3/9/04 to include the above named amendment. The contract term shall commence on 4/7/05 and shall terminate on 3/8/06.

Total amount of this action is \$0.00. Total remuneration of this contract is not to exceed \$0.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:
Signature: Sally Russell
Printed Name: Sally Russell
Title: V.P. of ADEC
Date: 3/29/05

State of Indiana Agency:
Signature: Becky Taylor
Printed Name: BECKY TAYLOR
Title: PURCHASING ADMR
Date: 3/30/05

Information Technology Oversight Commission

N/A
Karl B. Browning, Chief Information Officer
Date: _____

Department of Administration

Earl A. Goode
Earl A. Goode
Commissioner
Date: 3-31-05

State Budget Agency

N/A
Charles E. Schalliol
Director
Date: _____

Office of the Attorney General

Stephen Carter
Stephen Carter
Attorney General
Date: 5-3-05